EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

O'CONNOR ENTERPRISE GROUP, INC. d/b/a EPCGROUP.NET	§ §	
	§	**CIVIL ACTION NO. __________**
VS.	§ §	
SPINDUSTRY SYSTEMS INCORPORATED d/b/a SPINDUSTRY INTERACTIVE, INC. and THE FEDERAL HOME LOAN BANK OF DES MOINES	§ § § § §	

NOTICE OF REMOVAL

Defendant, Federal Home Loan Bank of Des Moines alleges:

1. Defendant, Federal Home Loan Bank of Des Moines, ("FHLB") is the first-served defendant in a civil action commenced on April 16, 2009, pending in the One Hundred and Twenty-Fifth (125th) Judicial District Court of Harris County, Texas, located at 201 Caroline Street, 12th Floor, Houston, Texas, 77002; Cause No. 2009-23572 entitled *O'Connor Enterprise Group, Inc. d/b/a EPCGroup.net v. Spindustry Systems Incorporated d/b/a Spindustry Intereractive, Inc. and the Federal Home Loan Bank of Des Moines.*

A. The Court has original jurisdiction over this case under the Federal Home Loan Bank Act of 1932.

2. FHLB is a federal instrumentality or a federally chartered corporation established by act of Congress under the Federal Home Loan Bank Act of 1932. 12 U.S.C. §§1421, *et. seq.* Its corporate charter statute provides that it has the power "to sue and be sued, to complain and to defend, in any court of competent jurisdiction, State or Federal." 12 U.S.C. §1432(a). This language confers original subject matter jurisdiction in federal courts. *See, e.g., American Nat'l Red Cross v. S.G.*, 505 U.S. 247, 255 (1992); *Pirelli Armstrong Tire Corp. Retiree Med. Benefits*

Trust v. Raines, 534 F.3d 779, 785 (D.C. Cir. 2008). Thus, the Court has original subject matter jurisdiction over this matter as long as FHLB is a party to it and for this reason should be removed to this Court.

B. The Court has diversity jurisdiction.

3. Service of Plaintiff's petition was first made on removing Defendant, FHLB, by serving this Defendant through the Texas Secretary of State on April 23, 2009. Plaintiff's Original Petition does not allege an amount in controversy. However, Plaintiff's lawsuit is based upon an alleged contract which provides for compensation of $89,500. Though not specified, Plaintiff's claim for quantum meruit presumably seeks damages in a similar amount as representative of the fair and reasonable value of services allegedly performed. Plaintiff also seeks attorney's fees under Texas Civil Practice and Remedies Code Chapter 38. Therefore, this removal notice is timely filed, as it is filed within thirty (30) days of service of Plaintiff's pleading and "other paper" from which Defendant could ascertain the case is removable pursuant to 28 U.S.C. § 1446(b). The Plaintiff's Original Petition is the initial pleading setting forth the claim upon which the action is based. The following constitutes all of the process, pleadings, and orders served upon Defendant in this action:

(a) Plaintiff's Original Petition,
(b) Citation to FHLB

4. The action is a civil action of which this Court has original jurisdiction under Title 28 U.S.C. §1332, and is one which Defendant is entitled to remove to this Court pursuant to Title 28 U.S.C. §1441, in that the action is between citizens of different states. Plaintiff admits and alleges in its Original Petition that it is a Nevada corporation with its principal place of business in Houston, Texas; Defendant FHLB is a federal instrumentality created by Congress with its principal place of business in Iowa; and Defendant Spindustry Systems Incorporated d/b/a

Spindustry Interactive, Inc. ("Spindustry) is an Iowa corporation with its principal place of business in Clive, Iowa. Therefore, Defendants are Iowa citizens; Plaintiff is a citizen of Nevada and Texas. The above entitled action involves a controversy which is wholly between citizens of different states and therefore subject to this Court's jurisdiction. Under 28 U.S.C. §1441(a), venue of the removed action is proper in this Court as the district and division embracing the place where the state action is pending.

5. All defendants in this matter have consented to this removal by and through their counsel. Filed simultaneously herewith is Defendant Spindustry's "Notice of Consent to Removal to Federal Court." (Ex. C).

6. The matter in controversy is believed to exceed the sum of Seventy-Five Thousand and No/100 Dollars ($75,000.00), exclusive of interest and costs. This is based upon the Plaintiffs claim of damages resulting from the alleged non-payment for services performed under the purported contract that is the basis of Plaintiffs Original Petition. Plaintiff also seeks attorney's fees under Chapter 38 of the Texas Civil Practice and Remedies Code.

7. No jury was demanded by Plaintiff in the state court action. The state court action arises out of Plaintiff's allegation that it performed work for which it has not been paid and now attempts to recover those amounts from the defendants.

8. For the above reasons, FHLB prays this matter pending in the 125th Judicial District Court of Harris County, Texas, styled Cause No. 2009-23572; *O'Connor Enterprise Group, Inc. d/b/a EPCGroup.net v. Spindustry Systems Incorporated d/b/a Spindustry Intereractive, Inc. and the Federal Home Loan Bank of Des Moines*, be removed from that Court to this Court. FHLB will promptly give adverse parties written notice of the filing of this Notice of Removal as required by 28 U.S.C. §1446(d). FHLB will promptly file a copy of this Notice of

Removal with the Harris County District Clerk, where the action is currently pending, also pursuant to 28 U.S.C. §1446(d).

Respectfully submitted,

By: /s/ Kevin D. Jewell
KEVIN D. JEWELL
Attorney-in-Charge
State Bar No. 00787769

OF COUNSEL:
CHAMBERLAIN, HRDLICKA, WHITE
WILLIAMS & MARTIN
JASON R. BERNHARDT
State Bar No. 24045488
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Houston, TX 77002-4310
(713) 654-9630
(713) 658-2553 (fax)

ATTORNEYS FOR DEFENDANT
FEDERAL HOME LOAN BANK
OF DES MOINES

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all counsel of record on this the ___ day of May, 2008 in the following manner:

Gregory V. Brown Chevazz G. Brown Jackson Walker, LLP 1401 McKinney, Suite 1900 Houston, Texas 77010 *Attorneys for Plaintiff*	☐ Via Certified Mail ☐ Via Regular Mail ☐ Via Hand Delivery ☒ Via Facsimile (713) 752-4221 ☐ Via Courier ____________________
Joe E. Lea McGinnis, Lochridge & Kilgore, LLP 600 Congress Avenue, Suite 2100 Austin, Texas 78701 *Attorney for Defendant Spindustry*	☐ Via Certified Mail ☐ Via Regular Mail ☐ Via Hand Delivery ☒ Via Facsimile (512) 505-6365 ☐ Via Courier ____________________

/s/ Kevin D. Jewell
Kevin D. Jewell

INDEX OF DOCUMENTS FILED
WITH REMOVAL ACTION

Exhibits:

(a) Plaintiff's Original Petition,

(b) Citation to FHLB

(c) Defendant Spindustry Systems Incorporated's Notice of Consent to Removal to Federal Court

(d) Docket Sheet (has been requested from court clerk - will supplement)

(e) Civil Cover Sheet (has been requested from court clerk – will supplement)

LIST OF ATTORNEYS/PARTIES

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ATTORNEYS FOR PLAINTIFF

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SPINDUSTRY INTERACTIVE, INC.

LIST OF ATTORNEYS/PARTIES

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   ATTORNEYS FOR DEFENDANT
   SPINDUSTRY SYSTEMS INCORPORATED D/B/A
   SPINDUSTRY INTERACTIVE, INC.

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2009-23572

Cause No. ______________

O'CONNOR ENTERPRISE GROUP, INC. d/b/a EPCGROUP.NET Plaintiff, v. SPINDUSTRY SYSTEMS INCORPORATED d/b/a SPINDUSTRY INTERACTIVE, INC. and THE FEDERAL HOME LOAN BANK OF DES MOINES Defendants.	§ § § § § § § § § § § §	IN THE JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS [65] JUDICIAL DISTRICT COURT

2009 APR 16 PM 12:35

BY DEPUTY

PLAINTIFF'S ORIGINAL PETITION

Plaintiff, O'Connor Enterprise Group, Inc. d/b/a EPCGroup.net ("EPC"), files this Original Petition against Spindustry Systems Incorporated d/b/a Spindustry Interactive, Inc. ("Spindustry") and the Federal Home Loan Bank of Des Moines (the "FHLB"), and shows as follows:

I. Discovery Level

1. Plaintiff intends to conduct discovery under Level 2 pursuant to Texas Rule of Civil Procedure 190.3.

II. Parties

2. Plaintiff, EPC, is a Nevada corporation with its principal place of business in Houston, Texas.

3. The FHLB is a government-sponsored enterprise that is federally-chartered, but privately capitalized and independently managed. It may be served with service of process through its agent for service of process in Texas, the Texas Secretary of State pursuant to Chapter 17 of the Texas Civil Practice & Remedies Code as the FHLB has conducted business in Texas, but does not maintain an agent for service of process in Texas and this suit arises from the

5458565v.4 134668/00002

EXHIBIT A

FHLB's business activities in Texas. The Texas Secretary of State may serve the FHLB through service upon its president or any officer of the FHLB at its home office or principal place of business: 801 Walnut Street, Suite 200, Skywalk Level, Des Moines, Iowa 50309.

4. Spindustry is an Iowa corporation with its principal place of business in Clive, Iowa. It may be served with service of process through its agent for service of process in Texas, the Texas Secretary of State pursuant to Chapter 17 of the Texas Civil Practice & Remedies Code as Spindustry has conducted business in Texas, but does not maintain an agent for service of process in Texas and this suit arises from Spindustry's business activities in Texas. The Texas Secretary of State may serve Spindustry through service upon its president or any officer at its home office or principal place of business: 1370 NW 114th Street, Suite 300, Des Moines, Iowa 50325 or through service upon its registered agent, Thomas M. Cunningham, at 700 Walnut Street, Suite 1600, Des Moines, Iowa 50309.

III. Jurisdiction and Venue

5. This Court has jurisdiction over this dispute as the amount in controversy greatly exceeds the jurisdictional minimum of this Court.

6. Venue is proper in Harris County pursuant to Texas Civil Practice & Remedies Code § 15.002 as Harris County is the county in which all or a substantial part of the facts giving rise to this suit arose.

IV. Factual Background

7. EPC is a technology and software consulting firm specializing in the implementation and integration of SharePoint Server ("SharePoint"), a Microsoft Office application. SharePoint is used to host internet or intranet websites, and allows businesses and organizations to facilitate collaboration, develop content-management features, and automate

business processes. EPC helps these businesses and organizations implement and integrate SharePoint into their operations.

8. The FHLB is a federally-chartered corporation created under the authority of the Federal Home Loan Bank Act of 1932. The purpose of the FHLB, in part, is to provide cost-effective funding to its member banks for use in housing, community and economic development, to create homeownership opportunities for low and moderate income families and to serve as a source of liquidity for its member banks.

9. One of the FHLB's goals is to assist in financing housing projects through its Affordable Housing Program ("AHP"). On information and belief, the AHP allows an applicant or project "sponsor" who seeks funding for a housing or community development project to submit an application, whereupon the FHLB and member banks authenticate, review, and reject or approve the application based upon financial criteria determined by the FHLB.

10. In years prior, the AHP application process involved a long, complicated drudgery of paperwork which encumbered the loan process in bureaucratic red tape. The FHLB sought to streamline and improve the process by doing away with its outdated manual, paper-laden process and sought to use the efficiencies of modern technology in order to create a 21st century system. To that end, the FHLB hired EPC, a nationwide innovator and designer of SharePoint systems. EPC has been widely recognized for the quality of its SharePoint design services and has been recognized by Microsoft for the quality of its services. In fact, EPC's founder has authored books and papers on the implementation of SharePoint and is widely recognized as an expert in the field.

11. In or about January of 2008, the FHLB entered into a Statement of Work, wherein, through its agent and/or co-principal, Spindustry, it hired EPC to convert its manual

AHP process to a fully automated, user-friendly system using SharePoint. The system would allow member banks and/or project sponsors to submit online applications for the purchase or rental of homes and would allow the FHLB and member banks to authenticate, review, and reject or approve applications online, thereby greatly increasing the efficiency of FHLB's system.

12. At a March 18, 2008 "project kick-off meeting," EPC project team members met with Spindustry and FHLB representatives to discuss an overview of the project and to gather preliminary specifications and requirements. A project plan was thereafter agreed upon and a completion date was set for September of 2008. Following the initial meeting, representatives of Spindustry and FHLB directed telephone calls, correspondence and other communications to EPC in Texas regarding the project. Furthermore, Spindustry and FHLB knew and anticipated that all or a substantial portion of the work relating to the project would be performed in Texas, as well as other locations in which EPC had SharePoint resources. EPC, at great time and expense, proceeded diligently to design and build the automated system in accordance with the Statement of Work, the project plan (via verbal and email directions from Defendants), and FHLB specifications and requirements.

13. After several weeks into the project, EPC had made substantial progress and was on schedule to complete the project by the specified date. However, in June of 2008, FHLB brought in a new project manager, and with him came a complete overhaul of the project's design, scope and direction. As a result, the design and functionality which EPC had created (and which the FHLB had agreed to and approved) required modification in order to comply with the new requirements not set forth in the scope of work agreed to by the parties. In effect, FHLB asked EPC to create and design an entirely new automated system in order to accommodate the last minute changes sought by the FHLB. Despite the eleventh hour changes,

EPC worked diligently, accommodated these new demands and completed the modified project in or about January 2009, delivering a fully functional program.

14. Upon completion of the project, in accordance with the terms of the Statement of Work, as well as the newly revised requirements proposed by the FHLB and Spindustry at the last minute, EPC sought payment for its services. As is customary in the industry, EPC withheld delivery of the source code for the project pending payment, without which the FHLB could not fully deploy the system created by EPC.

15. The FHLB, through its agent and/or co-principal, Spindustry, contacted EPC and requested access to the source code prior to payment. When EPC stated that payment was required first, Spindustry, on behalf of itself and the FHLB, assured and guaranteed EPC (1) that if the source code were released, EPC would be paid; (2) that the FHLB was a billion dollar bank and was "good for the money"; and (3) that Spindustry would see to it that EPC would be paid. EPC, based upon those assurances, released the source code.

16. Yet, contrary to Spindustry's and the FHLB's representations, the FHLB is not "good for the money" and EPC has not been paid for the valuable services it performed for Spindustry and the FHLB. Although the FHLB claims that it is allegedly experiencing difficulties with the system, the FHLB has not, cannot and refuses to specify the alleged problems with the system designed and built by EPC. In fact, Spindustry has candidly admitted to EPC that it sees no reason why EPC has not been paid and believes that the bank's protests are without merit.

17. Further, based upon its investigation to date, the claims of alleged problems with the system are false, because, based upon information and belief, the FHLB has begun using the

automated system notwithstanding its unjustified refusal to compensate EPC in accordance with the Statement of Work.

V. Causes of Action

Breach of Contract

18. EPC incorporates herein paragraphs 7 through 17.

19. The FHLB has breached the Statement of Work, which is a valid and binding contract between the FHLB and EPC. Per the terms of the contract, EPC created, designed, and implemented an automated system in accordance with the scope of work, the original project plans, all modified project plans, and the FHLB's specifications and requirements. However, the FHLB has failed to perform under the terms of the contract in that it refuses to pay EPC for the services rendered. Such breach of contract has proximately caused substantial injury to EPC.

20. Alternatively, Spindustry, the co-principal and/or agent of the FHLB, has breached the Statement of Work, which is a valid and binding contract between EPC and Spindustry by failing to pay EPC for its services. Additionally, Spindustry has breached its promise to pay EPC for services rendered. Spindustry agreed to pay EPC for the work it performed pursuant to the Statement of Work. However, Spindustry refuses to pay EPC despite EPC having fully performed. Such breach has proximately caused EPC substantial injury.

Negligent Misrepresentation

21. EPC incorporates herein paragraphs 7 through 17.

22. The FHLB negligently supplied EPC false information that it would pay EPC upon completion of the work it performed pursuant to the Statement of Work. It also supplied EPC false information that it would promptly pay EPC upon receipt of the source code. The FHLB failed to exercise reasonable care or competence in communicating such false

information, and EPC justifiably relied on it. These negligent misrepresentations proximately caused EPC substantial injury and were made in the course of the FHLB's business or in a transaction in which it had a pecuniary interest.

23. Alternatively, Spindustry, the co-principal and/or agent of the FHLB, negligently supplied EPC false information that it (or the FHLB) would pay EPC for the services it provided pursuant to the Statement of Work. It also supplied EPC false information that it (or the FHLB) would promptly pay EPC upon receipt of the source code. Spindustry failed to exercise reasonable care or competence in communicating such false information, and EPC justifiably relied on it. These negligent misrepresentations proximately caused EPC substantial injury and were made in the course of Spindustry's business or in a transaction in which it had a pecuniary interest.

QUANTUM MERUIT AND UNJUST ENRICHMENT

24. EPC incorporates herein paragraphs 7 through 17.

25. In the alternative, EPC created, designed, and implemented an automated system for the benefit of the FHLB. In turn, the FHLB accepted EPC's services and, on information and belief, has begun using or intends to use the automated system in its AHP application process. The FHLB had reasonable notice that EPC expected to be compensated for the work it performed on the project. Therefore, EPC is entitled to the reasonable value of its services.

26. Additionally, the FHLB obtained EPC's services and the offspring of such services by the taking of an undue advantage. The FHLB will be unjustly enriched should it not be required to pay EPC.

CONVERSION

27. EPC incorporates herein paragraphs 7 through 17.

28. Until EPC is paid, it owns and has the right to immediate possession of the automated system which it created and designed. Further, the automated system over which the FHLB wrongfully obtained and wrongfully exercises dominion or control is tangible intellectual property. Demand for its return is futile as the FHLB's acts amount to a clear repudiation of EPC's rights. EPC has suffered actual injury proximately caused by the FHLB's wrongful conversion of such property.

VI. Attorney's Fees

29. EPC is entitled to recover its reasonable and necessary attorney fees in prosecuting this action pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code.

VII. Jury Demand

30. Plaintiff demands trial by jury and hereby tenders the required jury fee.

VIII. Prayer

WHEREFORE PREMISES CONSDIERED, EPC requests that Defendants be cited to appear and answer the allegations set forth, and that upon final trial or hearing, EPC recover judgment against Defendants for:

a. actual damages in the full amount owed to EPC;

b. attorney's fees and costs;

c. prejudgment and post-judgment interest as allowed by law; and

d. such further and other relief to which it may be entitled.

Signed on this 16th day of April, 2009.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: ____________________
Gregory V. Brown
State Bar No. 00793409
Chevazz G. Brown
State Bar No. 24059498
1401 McKinney, Suite 1900
Houston, TX 77010
(713) 752-4200
(713) 752-4221 – Facsimile

ATTORNEYS FOR PLAINTIFF

The State of Texas

Citations Unit
P.O. Box 12079
Austin, Texas 78711-2079

Phone: 512-463-5560
Fax: 512-463-0873
TTY (800) 735-2989
www.sos.state.tx.us

Secretary of State

April 28, 2009

Federal Home Loan Bank Of Des Moines
801 Walnut Street
Suite 200
Skywalk Lev
Des Moines, IA 50309

2009-165241-3
Include reference number in all correspondence

RE: O Connor Enterprise Group Inc dba EPCGROUP.Net VS Spindustry Systems Incorporated dba Spindustry Inc
125th Judicial District Court Of Harris County, Texas
Cause No: 200923572

Dear Sir/Madam,

Pursuant to the Laws of Texas, we forward herewith by CERTIFIED MAIL, return receipt requested, a copy of process received by the Secretary of State of the State of Texas on April 23, 2009.

CERTIFIED MAIL #71603901984813016780

Refer correspondence to:

Gregory V Brown
Jackson Walker
1401 McKinney Street
Suite 1900
Houston, TX 77010

Sincerely,

Helen Lupercio

Helen Lupercio
Team Leader, Citations Unit
Statutory Documents Section

hl/vo
Enclosure

EXHIBIT
B

CAUSE NO. 200923572

RECEIPT NO. 2148 0.00 ATY
04-16-2009 TR # 72400837

PLAINTIFF: O'CONNOR ENTERPRISE GROUP INC (DBA EPCGROUP.NET)
vs.
DEFENDANT: SPINDUSTRY SYSTEMS INCORPORATED (DBA SPINDUSTRY IN

In The 125th
Judicial District Court
of Harris County, Texas
125TH DISTRICT COURT
Houston, TX

CITATION (SECRETARY OF STATE)

THE STATE OF TEXAS
County of Harris

TO: FEDERAL HOME LOAN BANK OF DES MOINES BY SERVING THROUGH THE TEXAS SECRETARY OF STATE OF TEXAS P O BOX 12079 AUSTIN TEXAS 78711 2079
FORWARD TO
801 WALNUT STREET SUITE 200 SKYWALK LEV DES MOINES IA 50309

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 16th day of April, 2009, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:
This citation was issued on 17th day of April, 2009, under my hand and seal of said Court.

Issued at request of:
BROWN, GREGORY VANN
1401 MCKINNEY ST1900
HOUSTON, TX 77010
Tel: (713) 752-4200
Bar No.: 793409

DISTRICT COURT OF HARRIS COUNTY TEXAS

LOREN JACKSON, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: EASTLAND, KAREN FAY KS9/IOJ/8380710

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at ______ o'clock ____ .M., on the ______ day of ____________________, ______.

Executed at (address) ____ in

__________________ County at ________ o'clock ______ .M., on the ____ day of __________,

_____, by delivering to ______________________________ defendant, in person, a true copy of this Citation together with the accompanying ______ copy(ies) of the Petition attached thereto and I endorsed on said copy of the Citation the date of delivery.
To certify which I affix my hand officially this ______ day of ____________________, ______.

Fee: $________

00165241-3 ____________________

_______ of __________ County, Texas

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

O'CONNOR ENTERPRISE GROUP, INC. d/b/a EPCGROUP.NET Plaintiff, V. SPINDUSTRY SYSTEMS INCORPORATED d/b/a SPINDUSTRY INTERACTIVE, INC., and THE FEDERAL HOME LOAN BANK OF DES MOINES Defendants.	§ § § § § § § § §	CASE NO. ____________

DEFENDANT SPINDUSTRY SYSTEMS INCORPORATED'S NOTICE OF CONSENT TO REMOVAL TO FEDERAL COURT

Defendant Spindustry Systems Incorporated d/b/a Spindustry Interactive, Inc., files this consent to removal pursuant to 28 U.S.C. § 1446(b).

1. Plaintiff is O'Connor Enterprise Group, Inc. d/b/a EPCGroup.net. Defendant filing this consent is Spindustry Systems Incorporated ("Spindustry").

2. On April 16, 2009, plaintiff sued Spindustry and defendant The Federal Home Loan Bank of Des Moines in the 125th Judicial District Court, Harris County, for breach of contract, negligent misrepresentation, quantum meruit and unjust enrichment, and conversion.

3. Spindustry was served with by virtue of Plaintiff's service on the Texas Secretary of State on April 23, 2009.

4. On the same date as this filing, Monday, May 18, 2009, Spindustry's co-defendant, The Federal Home Loan Bank of Des Moines, filed its notice of removal to federal court.

5. Defendant Spindustry agrees with the notice of removal and consents to removal of this action to federal court.

EXHIBIT
C

Respectfully submitted,

McGINNIS, LOCHRIDGE & KILGORE, L.L.P.
600 Congress Ave.
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(512) 495-6000
(512) 495-6093 FAX

By: ______________________
Joe. E. Lea
(Attorney-In-Charge)
State Bar No. 12082000
Southern District of Texas Bar No. 10089

Of Counsel:
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(512) 495-6093 FAX

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant Spindustry Systems Incorporated d/b/a Spindustry Interactive, Inc.'s Consent to Removal, which has been sent to the following counsel of record by Facsimile and Certified Mail, Return Receipt Requested, on the 18th day of May, 2009.

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